

90349



SAFECO

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 77 PAGE 898

ES-64 2-6-20-1600

SK-11763

THIS CONTRACT, made and entered into this 15TH day of FEBRUARY 1980

between WILLIAM T. RHINEHART AND JANICE J. RHINEHART, HUSBAND AND WIFE AND CHARLES E. RHINEHART, A SINGLE MAN; hereinafter called the "Seller"; and GLEN D. TURCOTTE AND JUDY TURCOTTE, HUSBAND AND WIFE; hereinafter called the "Buyer".

WITNESSETH, That the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the following described real estate, with the appurtenances, in SKAMANIA County, State of Washington:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THE EAST 210 FEET OF THE WEST 525 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, LYING NORTHERLY OF THE CENTERLINE OF THE EXISTING ROAD.



The sum and contents of this contract, as follows. The price, which is SIXTYEIGHT DOLLARS AND NO/100THS

BOTH DOLLARS AND NO/100THS, is to be paid by the Buyer to the Seller, in full, the receipt whereof is hereby acknowledged, and the balance of said price, being DOLLARS AND NO/100THS,

ONE HUNDRED THIRTY FIVE DOLLARS AND NO/100THS, to be paid by the Buyer to the Seller, on or before the 15TH day of MARCH,

and ONE HUNDRED THIRTY FIVE DOLLARS AND NO/100THS, to be paid by the Buyer to the Seller, on or before the 15TH day of APRIL,

At some or purchaser's option, on or before the 15TH day of MAY, and thereafter on or before the 15TH day of JUNE, and so on, at intervals of one month, the amount of each payment shall be increased by ten per cent, and so on, until the entire amount of the purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said price, at the rate of ten per cent per annum, from the date of closing, or from the date of the first payment, whichever is later, until paid in full.

(a) The interest shall be reckoned from each monthly payment and the balance of each payment and a sum equivalent thereto.

(b) Payments to be made hereunder shall be made at the place where the Seller may then reside, or at such other place as the Seller may direct in writing.

7363

TRANSACTION EXCISE TAX

FEB 25 1980

Amount Paid

Skamania County Treasurer

BALANCE OF DOWN PAYMENT OF \$135.00 TO BE PAID IN 30 DAYS

AS PROVIDED IN THE SAID CONTRACT, "DATE OF CLOSING" THEREIN.

FEBRUARY 15, 1980

(1) The Seller agrees and agrees to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Seller, and the Seller agrees to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Buyer, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Seller, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Buyer, in trust.

(2) The Seller agrees to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Seller, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Buyer, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Seller, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Buyer, in trust.

(3) The Seller agrees to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Seller, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Buyer, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Seller, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Buyer, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Seller, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Buyer, in trust.

(4) The Seller agrees to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Seller, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Buyer, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Seller, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Buyer, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Seller, in trust, and to pay to the Buyer, in trust, all taxes and assessments, due, now and hereafter, upon the land and real estate, including fixtures, furniture, fixtures, and personalty, and all other property, fixtures, and personalty, now and hereafter, in the possession of the Buyer, in trust.

(5) The Seller has covenanted, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, covering the title to the full 2000' x 10' of land purchased, or damage to or reason of defect in seller's title to said real estate as of the date of closing, containing no exceptions other than the following:

(a) Printed general or specific exceptions in said policy form.

(b) Liens or encumbrances which by the terms of this contract the purchaser agrees to assume, or as to which the conveyance of title is to be made subject to.

(c) Any existing contract or contract to enter into, purchasing said real estate, and any interest in, other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (c) shall be deemed debt in seller's title.

(d) If seller's title to said real estate is subject to any existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, that a covenant shall have the right to cause any payments necessary to remove the default, and any expenses so made shall be apportioned to the new owner next failing due the seller under the contract.

17. The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to the buyer a statutory warranty deed to said real estate, free of encumbrances, except that may attach after date of closing through my heirs or other than the seller and subject to the following:

CONTRACT RECORDED JANUARY 30, 1979 IN BOOK 76 OF DEEDS AT PAGE 100-101, AUDITOR'S FILE NO. 87993;

EASEMENT OVER AND ACROSS THE SOUTH 30 FEET FOR ROAD AND UTILITY PURPOSES UNDER AUDITOR'S FILE NO. 75966 IN BOOK 65 OF DEEDS AT PAGE 134.

EASEMENT FOR PIPELINE FOR TRANSPORTATION OF NATURAL GAS, OIL AND PRODUCTS THEREOF GRANTED TO NORTHWEST PIPELINE CORPORATION IN BOOK 41 OF DEEDS AT PAGE 400 AND IN BOOK 42 OF DEEDS AT PAGE 186 AND 190.

(B) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and all improvements on said real estate in good repair and not to permit waste and not to use or permit no use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or connection charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(G) In case the purchaser fails to make any payment herein provided for or to maintain insurance, as herein required, the seller may make the same or effect such insurance, and may incur costs so incurred by the seller, together with interest at the rate of 10% per annum thereon from date of payment until paid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(H) Time is of the essence of this contract, and it is agreed that, in case the purchaser shall fail to comply with or perform any condition or agreement herein or to make any payment required hereunder promptly, at the time and in the manner herein required, the seller may elect to terminate all or any of the purchaser's rights hereunder, terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements situated upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon either party by demand, notice or other papers with respect to forfeiture and termination of purchaser's rights may be made by first class mail, post office and carrier known to the party to whom such notice is addressed, directed to the address last known to the seller.

If the seller fails to make delivery of title to the buyer, or to provide any covenant of this contract relating thereto, to collect any payment due hereunder, or agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment recovered by the buyer, or to do any other act or omission which would give the buyer cause of action against the seller.

If the seller shall bring suit to prosecute an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay to the plaintiff such as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of defending such suit to determine the question of title at the time such suit is commenced, which sum shall be included in any judgment recovered by the plaintiff.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first written above.

Charles E. Rhinehart
CHARLES E. RHINEHART, A SINGLE MAN
(SELLER)

William T. Rhinehart
WILLIAM T. RHINEHART (SELLER)

SEAL

Janice J. Rhinehart
JANICE J. RHINEHART (SELLER)

SEAL

Glen D. Trucotte
GLEN D. TRUCOTTE (PURCHASER)

SEAL

Judy Turcotte
JUDY TURCOTTE (PURCHASER)

SEAL

STATE OF WASHINGTON,
County of SKAMANIA
On this day of January, 1979, the parties hereto,
WILLIAM T. RHINEHART AND JANICE J. RHINEHART, HUSBAND AND
WIFE; CHARLES E. RHINEHART, A SINGLE MAN;
and GLEN D. TRUCOTTE, PURCHASER, do hereby acknowledge that they
have read the foregoing instrument and who executed the same and foregoing instrument, and acknowledge that they
do hereby execute the same as their true intent and desire, and that they do hereby acknowledge that they
do hereby execute the same under the hand and official seal this day of January, 1979.

Attest: Public Agent for the State of Washington
Notary Public

SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED
SERIALIZED
RECORDED
COPIED
HARSH

THIS AMENDMENT TO RECORDOR'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE ATTACHED

INSTRUMENT OF WRITING IS PREPARED

BY THE CO. TITLE

DEPT. OF TITLE

AT 3:30 P.M. 2-25-1980

WAS RECORDED IN BOOK 77

AT PAGE 35, 1000

ACCOMPS OF SKAMANIA COUNTY

COUNTY AUDITOR

2/29/1980

2/29/1980